

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In re: :
WANG, HAO ZHE, : Docket # 1:19-cv-09506-
: JMF-RWL
Plaintiff, :
- against - :
VERIZON COMMUNICATIONS INC., et al., : New York, New York
: November 23, 2021
Defendant. :
----- : REMOTE SETTLEMENT
----- : CONFERENCE

PROCEEDINGS BEFORE
THE HONORABLE ROBERT W. LEHRBURGER,
UNITED STATES MAGISTRATE JUDGE

APPEARANCES:

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INDEX

E X A M I N A T I O N S

<u>Witness</u>	<u>Direct</u>	<u>Cross</u>	<u>Re-Direct</u>	<u>Re-Cross</u>
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None

E X H I B I T S

<u>Exhibit Number</u>	<u>Description</u>	<u>ID</u>	<u>In</u>	<u>Voir Dire</u>
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None

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PROCEEDINGS

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2 HONORABLE ROBERT W. LEHRBURGER (THE COURT): This
3 is Judge Lehrburger in Wang -- Wong versus Verizon
4 Communications, 19-cv-9506, in a settlement conference.
5 I'm happy to report that the parties have reached -- that
6 is, the parties being ERC and plaintiff, have reached
7 agreement on the terms to resolve this litigation.

8 And just before I address that, let me just, since
9 we're on recording, have the parties identify themselves.
10 Plaintiff, can you identify yourself, please?

11 MR. HAO ZHE WANG: Hao Zhe Wang, plaintiff.

12 THE COURT: Okay, and for the defense?

13 MR. SCOTT S. GALLAGHER: Scott Gallagher and ERC's
14 director of legal, Richard Randolph.

15 THE COURT: Okay. Great. So, again, as I said,
16 through the hard work and good faith of everybody involved,
17 the parties have reached agreement on terms. I'm going to
18 recite those terms and ask if there's any clarification; and
19 if not -- or after that, confirming that everyone is agreeing
20 to these terms.

21 So the terms are as follows. In entering this
22 settlement agreement, the plaintiff does not waive any
23 rights or claims he has as against Verizon entities, and he
24 expressly reserves all rights and claims with respect to the
25 Verizon entities.

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PROCEEDINGS

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2 Defendant ERC agrees to preserve documents, which
3 I'm going to identify in a minute, until plaintiff's case
4 against Verizon is finally determined through all appeals.
5 Even though ER is agreeing to preserve those documents, they
6 reserve all rights with respect to objections,
7 confidentiality, etc., they are only agreeing to the
8 preservation aspect. The specific documents that are going
9 to be preserved are ones from plaintiff's document request
10 dated November 12, 2021, filed in this case and the
11 specific numbers and with the specific qualifications as
12 follows: number 2; number 4; number 5; number 6, but not
13 communications with counsel; 7; 8 as to contracts,
14 agreements, etc., regarding collection that were in effect
15 or governed as of 2017 forward; number 9 for the period
16 2017 forward; number 11 for the period 2017 forward. Those
17 are the requests for which ERC will preserve.

18

In the event that ERC agrees or is required to
19 produce documents to plaintiff in the litigation against
20 Verizon, ERC will absorb the costs of production and not
21 seek to impose them on the plaintiff, provided the
22 plaintiff accepts production electronically, which he is
23 agreeing to do.

24

Within 30 days of a signed written form of
25 agreement for the settlement, ERC will pay plaintiff

1 PROCEEDINGS 5

2 \$1,000. Plaintiff fully releases ERC from any and all
3 claims that he has as against ERC regarding the account at
4 issue or related to plaintiff. And the parties agree that
5 the terms will be preserved as confidential; although if
6 asked, each side can say they've resolved it to their
7 satisfaction.

8 Mr. Wang, are those the terms, or do you have any
9 clarification?

10 MR. WANG: Those are the terms. I accept.

11 THE COURT: All right. And, Mr. Gallagher, are
12 those the terms, as you understand them?

13 MR. GALLAGHER: Yes, your Honor.

14 THE COURT: All right. So I know you said it,
15 Mr. Wang, but I'm just going to ask you: Does plaintiff
16 agree to these terms?

17 MR. WANG: Yes.

18 THE COURT: And does the defendant agree to these
19 terms?

20 MR. GALLAGHER: Yes.

21 THE COURT: All right, terrific.

22 So, Mr. Gallagher, I understand that you will take
23 charge of the written form of agreement. How long do you
24 think it will take, approximately, to get something to
25 Mr. Wang?

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PROCEEDINGS

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2 MR. GALLAGHER: Due to the Thanksgiving holiday, I
3 believe if we could have until next Friday -- that would be
4 what, December 3rd, I believe -- is that acceptable?

5 THE COURT: That makes sense to the Court. So why
6 don't we say you'll aim for that.

7 So, Mr. Wang, they will, Mr. Gallagher will send
8 over to you a written draft agreement reflecting these
9 terms. Obviously, if you think there are things that need
10 correction or you have a different view on, you'll discuss
11 it with him. Hopefully, it will be smooth sailing. If for
12 any reason it's not, I'll be here and available to the
13 parties, should they need me.

14 I am going to inform the district judge that the
15 parties have reached agreement on terms. He will probably
16 issue a 30-day dismissal order which says that the case is
17 dismissed without prejudice to putting it back on the
18 calendar if the parties request -- either party requests to
19 do so before the 30 days are up, the idea being that if you
20 don't get the written agreement executed within those 30
21 days, then the case can be put back on the calendar to
22 allow that to happen. It's just that, as you will see in
23 the order that Judge Furman issues, you just need to make
24 sure to make that request before the 30 days are up.

25 All right, that's it. Any questions, Mr. Wang?

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PROCEEDINGS

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MR. WANG: Just one question about, so the clock
for -- the 30-day clock for appealing Judge Furman's
dismissal against Verizon, does that run from the official
dismissal, or run from dismissal -- does the 30 mean -- 30-
day notice, does it run from now or does it run from --

7

THE COURT: I don't want to answer that --

8

MR. WANG: Oh, okay.

9

THE COURT: -- question -- wait, no, hold on --
because I don't want to say with certainty, and I'm not
here to give legal advice. But what I can say is that it
is always better to err on the side of sooner rather than
later. And so if he's dismissing it without prejudice to
being put back on, that's still a final order. And so I
would think it would if he's dismissing the case in its
entirety and he's already dismissed Verizon, if he's
dismissing ERC, then that really should be the end of it.
So I would think that would trigger your 30-day period.

19

MR. WANG: Understand.

20

THE COURT: All right. So with that, thank you,
all. And I wish you a Happy Thanksgiving and Happy
Holidays. And we are adjourned. Thank you.

23

(Whereupon, the matter is adjourned.)

24

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C E R T I F I C A T E

I, Carole Ludwig, certify that the foregoing transcript of proceedings in the case of Wang v. Verizon Communications Inc. et al, Docket No. 19-cv-09506-JMF-RWL, was prepared using digital transcription software and is a true and accurate record of the proceedings.

Signature

Carole Ludwig

Carole Ludwig

Date: January 6, 2022